

<i>SERFF Tracking Number:</i>	<i>CHUB-125270287</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025880</i>
<i>Company Tracking Number:</i>	<i>06-CMQ-4-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>CUSTOMARQ SERIES E & O Market Segment</i>		
<i>Project Name/Number:</i>	<i>E & O Market Segment/06-CMQ-4-F</i>		

Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: CUSTOMARQ SERIES E & O SERFF Tr Num: CHUB-125270287 State: Arkansas

Market Segment

TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: AR-PC-07-025880
Sub-TOI: 17.0019 Professional Errors & Omissions Liability	Co Tr Num: 06-CMQ-4-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Karen Pender	Disposition Date: 02/27/2008
	Date Submitted: 08/24/2007	Disposition Status: Approved
Effective Date Requested (New): 03/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 03/01/2008		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: E & O Market Segment	Status of Filing in Domicile: Authorized
Project Number: 06-CMQ-4-F	Domicile Status Comments: N/A
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 02/27/2008	
State Status Changed: 02/27/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Enclosed for filing CUSTOMARQ SERIES Errors & Omissions Market Segment Rewrite. It consists of a set of forms. In order to facilitate your review of this filing, we have included the following:

Index of forms listing all proposed forms;

<i>SERFF Tracking Number:</i>	<i>CHUB-125270287</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>06-CMQ-4-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>CUSTOMARQ SERIES E & O Market Segment</i>		
<i>Project Name/Number:</i>	<i>E & O Market Segment/06-CMQ-4-F</i>		

Forms Explanatory Memorandum;
State Forms, where applicable

Your approval will be appreciated for policies effective on and after March 1, 2008

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager	jgutman@chubb.com
202 Hall's Mill Road	(908) 572-4422 [Phone]
Whitehouse Station, NJ 08889-1650	(908) 572-4820[FAX]

Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963496	

Great Northern Insurance Company	CoCode: 20303	State of Domicile: Minnesota
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 41-0729473	

Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 95-1078160	

Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		

SERFF Tracking Number: CHUB-125270287

State: Arkansas

First Filing Company: Federal Insurance Company, ...

State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:*

17.0019 Professional Errors & Omissions
Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Whitehouse Station, NJ 08889-1650
(908) 572-4726 ext. [Phone]

Group Name:
FEIN Number: 13-1963495

State ID Number:

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: The state of Arkansas requires a \$50.00 fee for a forms filing.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	08/24/2007	
Great Northern Insurance Company	\$0.00	08/24/2007	
Pacific Indemnity Company	\$0.00	08/24/2007	
Vigilant Insurance Company	\$0.00	08/24/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00363724	\$50.00	07/30/2007

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted			
Approved	Edith Roberts	02/27/2008	02/27/2008			
Objection Letters and Response Letters						
Objection Letters		Response Letters				
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	02/12/2008	02/12/2008			
Industry						
Response						
Pending	Edith Roberts	08/28/2007	08/28/2007	Karen Pender	02/21/2008	02/21/2008
Industry						
Response						

SERFF Tracking Number: CHUB-125270287 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880
Company Tracking Number: 06-CMQ-4-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: CUSTOMARQ SERIES E & O Market Segment
Project Name/Number: E & O Market Segment/06-CMQ-4-F

Disposition

Disposition Date: 02/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo Forms	Approved	Yes
Form	Commercial E & O Products and Services	Approved	Yes
Form	Commercial E & O - Designated Services	Approved	Yes
Form	Commercial E & O Printing Services	Approved	Yes
Form (revised)	Printing Correction Expenses	Approved	Yes
	Endorsement - E & O		
Form	Printing Correction Expenses - E & O	Approved	Yes
Form	Interior Designers Errors or Omissions	Approved	Yes
Form	Metalworkers Errors or Omissions	Approved	Yes
Form	Plasticworkers Errors or Omissions	Approved	Yes
Form	Printers Errors or Omissions - Including Correction of Work	Approved	Yes
Form	Printers Errors or Omissions - Exclusion Correction of Work	Approved	Yes

SERFF Tracking Number: CHUB-125270287 *State:* Arkansas
First Filing Company: Federal Insurance Company, ... *State Tracking Number:* AR-PC-07-025880
Company Tracking Number: 06-CMQ-4-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions Liability
Product Name: CUSTOMARQ SERIES E & O Market Segment
Project Name/Number: E & O Market Segment/06-CMQ-4-F

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/12/2008
Submitted Date 02/12/2008
Respond By Date 02/22/2008

Dear Jane Gutman,

This will acknowledge receipt of the captioned filing.

Please respond within ten (10) days, or I must disapprove for lack of response.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

SERFF Tracking Number: CHUB-125270287 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880
Company Tracking Number: 06-CMQ-4-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: CUSTOMARQ SERIES E & O Market Segment
Project Name/Number: E & O Market Segment/06-CMQ-4-F

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/28/2007
Submitted Date 08/28/2007
Respond By Date
Dear Jane Gutman,

This will acknowledge receipt of the captioned filing.

Please refer to Form 80-02-6570 Ed. 10-05, page 2, provision entitled "Payments that Reduce the Limits of Insurance". The limits of insurance may not be reduced by "claims expenses".

Please amend.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/21/2008
Submitted Date 02/21/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: tThis is in response to your Objection Letter of August 28, 2007 concerning the above captioned filing. Enclosed is form 80-02-6964 (Ed. 2-08) - Printing Correction Expenses Endorsement - E & O to replace form 80-02-6570. As requested, we have deleted the reference to "claim adjustment Expenses in the provisions titled Payments That Reduce the Limits of Insurance.

I trust this responds to your concerns and places you in a position to approve our filing effective August 1, 2008. If additional information is needed or if I can be of further assistance, please do not hesitate to contact me.

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Jane Gutman

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Printing Correction Expenses Endorsement - E & O	80-02-6864	(Ed. 2-08)	Endorsement/Amendment/Conditions	New		0	ARK Form 80-02-6964 (Ed. 2-08) 02-21-08.pdf
Previous Version							
Printing Correction Expenses - E & O	80-02-6570	(Ed. 10-05)	Endorsement/Amendment/Conditions	New		0	80-02-6570_WR 6906_Printing Correction Expenses-E&O_1005.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Karen Pender

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial E & O Products and Services	80-02-6572	(Ed. 10-05)	Endorsement/New Amendment/Conditions		0.00	80-02-6572_Commercial E and O Products And Services.pdf
Approved	Commercial E & O - Designated Services	80-02-6583	(Ed. 10-05)	Endorsement/New Amendment/Conditions		0.00	80-02-6583_WR6906_Commercial E&O-Designated Services_Ed 1005.pdf
Approved	Commercial E & O Printing Services	80-02-6584)Ed/ 10-05)	Endorsement/New Amendment/Conditions		0.00	80-02-6584_WR909_Commercial E&O-Printing Services_Ed 1005.pdf
Approved	Printing Correction Expenses Endorsement - E & O	80-02-6864	(Ed. 2-08)	Endorsement/New Amendment/Conditions		0.00	ARK Form 80-02-6964 (Ed. 2-08) 02-21-08.pdf
Approved	Interior Designers Errors or Omissions	80-02-2015	(Ed. 4-94)	Endorsement/Withdrawn Amendment/Conditions	Replaced Form #:	0.00	Previous Filing #: N/A
Approved	Metalworkers Errors or Omissions	80-02-2016	(Ed. 4-94)	Endorsement/Withdrawn Amendment/Conditions	Replaced Form #:	0.00	Previous Filing #:

SERFF Tracking Number: CHUB-125270287 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: AR-PC-07-025880

Company Tracking Number: 06-CMQ-4-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: CUSTOMARQ SERIES E & O Market Segment

Project Name/Number: E & O Market Segment/06-CMQ-4-F

				ons	N/A
Approved	Plasticworkers	80-02-	(Ed. 4-94)	Endorseme Withdrawn	Replaced Form #:0.00
	Errors or	2017		nt/Amendm	
	Omissions			ent/Condi	Previous Filing #:
				ons	N/A
Approved	Printers Errors or	80-02-	(Ed. 4-94)	Endorseme Withdrawn	Replaced Form #:0.00
	Omissions -	2018		nt/Amendm	
	Including			ent/Condi	Previous Filing #:
	Correction of			ons	N/A
	Work				
Approved	Printers Errors or	80-02-	(Ed. 4-94)	Endorseme Withdrawn	Replaced Form #:0.00
	Omissions -	2019		nt/Amendm	
	Exclusion			ent/Condi	Previous Filing #:
	Correction of			ons	N/A
	Work				

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Coverage, the following provision is added.

Coverage

Errors Or Omissions Liability Coverage

This coverage applies only to such **financial injury** resulting from:

- A. a defect, deficiency, inadequacy or dangerous condition in:
 - 1. **your product**; or
 - 2. **your service**; or
- B. the failure:
 - 1. of **your product** to perform; or

Coverage

Errors Or Omissions
Liability Coverage
(continued)

2. to perform **your service**;
in accordance with the terms and conditions of a contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Coverage

Errors Or Omissions Liability Coverage

Under Coverage, the following provision is added.

This coverage applies only to such **financial injury** resulting from:

- a defect, deficiency, inadequacy or dangerous condition in **your service** that is described in the Schedule; or
- the failure to perform **your service**, that is described in the Schedule, in accordance with the terms and conditions of a contract or agreement.

Schedule

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Coverage, the following provision is added.

Coverage

*Errors Or Omissions
Liability Coverage*

This insurance only applies to **financial injury** resulting from **your product** or **your service** due to **printing services**.

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

Printing Service

Printing service:

- A. means the producing of printed material in any medium.
- B. includes related:
 - 1. design, display, distribution or duplication of content, images or other information; or

Definitions

Printing Service
(continued)

2. use of adhesives, coatings, fabrics, inks, packaging, paper or similar materials.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Schedule

Printing Correction Expenses Aggregate Limit

Each Printing Correction Condition Deductible

Under Coverage, the following provision is added.

Coverage

Printing Correction Expenses Coverage

Subject to all the terms and conditions of this insurance, we will reimburse you for **printing correction expenses** paid or incurred by you, but only if and to the extent that:

- **your product or your service** has a **printing correction condition**;
- such **printing correction condition** has caused, or presents a substantial likelihood of causing, a breach of a written contract between you and your customer and **financial injury** to which the Errors Or Omissions Liability Coverage applies; and
- such **printing correction expenses** mitigate the **printing correction condition** and thereby avoid such **financial injury**.

Coverage

Printing Correction Expenses Coverage (continued)

This coverage applies only if the **printing correction condition** is reported to us by you in writing during the policy period, or within 60 days after the end of such period. All reports in connection with a **printing correction condition** will be deemed to have been made at the time the first of those reports is made to us in writing.

This coverage does not apply to any **printing correction condition** that is **deemed known** prior to the effective date of this insurance.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

We have no other obligation or liability to pay sums or perform acts or services under this coverage.

Under Limits Of Insurance, the provisions titled Aggregate Limit and Payments That Reduce The Limits Of Insurance are deleted and replaced by the following.

Limits Of Insurance

Aggregate Limit

The Aggregate Limit is the most we will pay for the sum of all:

- **loss** for all **financial injury**; and
- **printing correction expenses**.

Any such sum we pay will reduce the amount of the Aggregate Limit available for any other payment. The remaining amount of such Aggregate Limit is the most that will be available for any other payment.

Printing Correction Expenses Aggregate Limit

Subject to the Aggregate Limit, the Printing Correction Expenses Aggregate Limit shown in the Schedule is the most we will pay for the sum of all **printing correction expenses**.

Any such sums we pay for **printing correction expenses** will reduce the amount of the Printing Correction Expenses Aggregate Limit and the amount of the Aggregate Limit available for any other payment.

If the Aggregate Limit has been reduced to an amount that is less than the Printing Correction Expenses Aggregate Limit, then the remaining amount of the Aggregate Limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any **loss** or **printing correction expenses** we pay will reduce the Limits Of Insurance.

Payments we make under the Supplementary Payments section of this contract will not reduce the Limits Of Insurance.

Liability Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

(continued)

Printing Correction Condition Deductible

Our obligation to pay **printing correction expenses** applies only to the amount of such expenses in excess of the deductible amount shown in the Schedule as applicable to this coverage.

The Each Printing Correction Condition Deductible amount shown in the Schedule applies to all **printing correction expenses** arising out of a **printing correction condition**, to which this coverage applies.

We may, at our option, pay all or part of the Deductible, and when notified, the **insured** agrees to promptly reimburse us for any Deductible paid. Failure to reimburse us shall be equivalent to non-payment of premium for purpose of cancellation of this policy by us.

Deductible payments will not reduce the Limits Of Insurance.

The following exclusions are added to this policy and replace any similar exclusions contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

Adjustment, Inspection, Recall Or Replacement Expenses

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense incurred by any **insured** or others for any adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

- **your product;**
- any property containing or incorporating **your product;** or
- any property on which **your service** is or was performed.

This exclusion does not apply to **printing correction expenses**, to which this insurance applies, provided under Printing Correction Expenses Coverage.

Prior Goods, Products Or Services Of Acquired Or Formed Organizations

With respect to all coverage(s) under this contract, this insurance does not apply to any **printing correction expenses** arising out of any services provided or goods or any products manufactured, sold, handled or distributed by any organization any **insured** acquires or forms at any time, if such services were provided or such goods or products were manufactured, sold, handled or distributed before such **insured** acquired or formed such organization.

Under Conditions, the following condition is added.

Conditions

Duties In The Event Of Discovery Of A Printing Correction Condition

All **insureds** must immediately make every reasonable effort to stop any consignment, distribution, production, release or shipment of any:

- good or products which are known or suspected to have a **printing correction condition**; and
- kindred goods or products until it is determined that such goods or products do not have a **printing correction condition**.

The following definitions are added to this policy and replace any similar definitions contained therein.

Definitions

Printing Correction Expenses

Printing correction expenses means reasonable and necessary expenses for **printing services** to correct, repair, replace or withdraw:

- **your product**; or
- **your service**;

whichever costs the least, for the purpose of mitigating the threat of **financial injury** to which the Commercial Errors Or Omissions Liability Coverage would otherwise apply.

Printing correction expenses does not include any:

- amount that constitutes disgorgement, including any restitution or return of any charges or fees or any consideration owed or paid to any **insured**; or
- cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

Printing Correction Condition

Printing correction condition:

- means a defect, deficiency, inadequacy or dangerous condition in printed material.
- includes all related **printing correction conditions** and all series of continuous, repeated or related **printing correction conditions**.

Printing Service

Printing service:

- A. means the producing of printed material in any medium.
- B. includes related:
 - 1. design, display, distribution or duplication of content, images or other information; or

Liability Insurance

Endorsement

Effective Date

Policy Number

Definitions

Printing Service
(continued)

2. use of adhesives, coatings, fabrics, inks, packaging, paper or similar materials.

All other terms and conditions remain unchanged.

Authorized Representative

<i>SERFF Tracking Number:</i>	<i>CHUB-125270287</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025880</i>
<i>Company Tracking Number:</i>	<i>06-CMQ-4-F</i>		
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<i>Product Name:</i>	<i>CUSTOMARQ SERIES E & O Market Segment</i>		
<i>Project Name/Number:</i>	<i>E & O Market Segment/06-CMQ-4-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125270287 State: Arkansas
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Company Tracking Number: 06-CMQ-4-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: CUSTOMARQ SERIES E & O Market Segment
Project Name/Number: E & O Market Segment/06-CMQ-4-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/27/2008
Comments:
Arkansas F777
Arkansas F778
Attachments:
Arkansas F777AR 07-31-07.pdf
Arkansas F778AR 07-27-07.pdf

Satisfied -Name: Explanatory Memo Forms **Review Status:** Approved 02/27/2008
Comments:
Arkansas Ex Memo for forms
Cover Letter for Arkansas forms
Attachments:
Arkansas Ex Memo for forms 06-CMQ-4-F 8-21-07.pdf
chubb logo w address Arkansas.pdf

Property & Casualty Transmittal Document Arkansas

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
a. Date the filing is received:																					
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Renewal Business																					
f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					

3. Group Name	Group NAIC #
Chubb Group	038

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Federal Insurance Company	Indiana	20281	13-1963496	
Pacific Indemnity Company	Wisconsin	20346	95-1078160	
Vigilant Insurance Company	New York	20397	13-1963495	
Great Northern Insurance Company	Minnesota	20303	41-0729473	

5. Company Tracking Number	06-CMQ-4-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jane G. Gutman	Mgr. Specialty Lines Div SFD/CCI	(908) 572-4422	(908) 572-4820	jgutman@chubb.com
	202 Hall's Mill Road Whitehouse Station, New Jersey 08889				
7.	Signature of authorized filer		<i>Jane G. Gutman</i>		
8.	Please print name of authorized filer		Jane G. Gutman		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0019
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	CUSTOMARQ SERIES E & O Market Segment Rewrite
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> X Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03-01-08 Renewal: 03-01-08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	08-24-07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	06-CMQ-4-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed for filing is our CUSTOMARQ Error & Omissions Market Segment Rewrite. It consists of a set of forms. In order to facilitate your review of this filing, we have included the following:

Index of forms listing all proposed forms;
Forms Explanatory Memorandum;
State Forms, where applicable.

Your approval will be appreciated for policies effective on and after March 1, 2008.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 00363724 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		06-CMQ-4-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		06-CMQ-3-RR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commercial E & O Products and Services	80-02-6572 (Ed. 10-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Commercial E & O - Designated Services	80-02-6583 (Ed. 10-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Commercial E & O - Printing Services	80-02-6584 (Ed. 10-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Printing Correction Expenses - E & O	80-02-6570 (Ed. 10-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Interior Designers Errors or Omissions	80-02-2015 (Ed. 4-94)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	N/A	N/A
06	Metalworkers Errors or Omissions	80-02-2016 (Ed. 4-94)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	N/A	N/A
07	Plasticworkers Errors or Omissions	80-02-2017 (Ed. 4-94)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	N/A	N/A
08	Printers Errors or Omissions - Including Correction of Work	80-02-2018 (Ed. 4-94)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	N/A	N/A
09	Printers Errors or Omissions - Exclusion - Correction of Work	80-02-2019 (Ed. 4-94)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	N/A	N/A
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

E&O Market Segment Rewrite

Explanatory Memorandum

We are submitting revised Declarations, Contracts and Endorsements contained in our filed and approved Customary product.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

Please keep in mind that Declarations are used to provide variable, risk specific data required by the contracts and endorsements to which they are attached. Standing alone, Declarations do not grant insurance coverage and do not impose rights and duties on either the insurer or the policyholder. As such, the changes we have made to the Declarations do not, in of themselves, change the scope of insurance. Rather, they are designed to add, remove, increase or decrease specific automatic limits of insurance and/or automatic deductibles; support the inclusion of other variable data; or track changes made to the contracts and/or endorsements to which the Declarations apply. Refer to the description of each such change for details.

Currently, Chubb provides Errors or Omissions coverage to Metalworkers, Plasticworkers, Printers Including and Excluding Correction of Work and Interior Designers under Errors or Omissions contracts that were written in 1994. Each of these contracts is specific to the industry of the insured. In addition, numerous amendatory endorsements designed to address the unique exposures of each industry are attached. Over the years, as technology has advanced, these industries have evolved and expanded to where they are no longer limited to providing only one type of product and/or service. The new forms included in this filing will be attached to the previously filed and approved generic Commercial Errors or Omissions contracts, 80-02-2089 (Ed. 3-05) and 80-02-2090 (Ed. 3-05), to provide coverage based upon whether the insured provides products and/or services, printing services or other designated services regardless of the specific industry of the insured. The current industry specific contracts are being withdrawn from use upon approval of these new forms.

By using a generic Commercial E&O contract combined with an endorsement that is designed to further tailor the coverage we can:

- better suit the needs of our insured's whose products and/or services are evolving in a continuously changing marketplace.
- eliminate the need for issuing numerous amendatory endorsements by combining the language into a single endorsement.
- improve our ability to respond quickly to future industry-specific needs with an updated endorsement rather than an entire new contract; and
- create greater cost efficiencies.

We are withdrawing the approved Metalworkers E&O, Plastic workers E&O, Printers E&O Including and Excluding Correction of Work and Interior Designers E&O contracts concurrent with the approval of the enclosed endorsements outlined in this explanatory memorandum.

E&O Market Segment Rewrite

Endorsement Explanatory Memorandum

The following endorsements are available for use with the Commercial E&O contracts 80-02-2089 (Ed. 3-05) and 80-02-2090 (Ed. 3-05).

80-02-6572 (Ed. 10-05) – Commercial E&O – Products and Services

This endorsement modifies our approved Commercial E&O contracts to provide coverage specific to insured's that provide both products and services.

80-02-6583 (Ed. 10-05) – Commercial E&O – Designated Services

This endorsement modifies our approved Commercial E&O contracts to provide coverage specific to an insured's services as designated.

80-02-6584 (Ed. 10-05) – Commercial E&O – Printing Services

This endorsement modifies our approved Commercial E&O contracts to provide coverage specific to an insured's printing services.

80-02-6570 (Ed. 10-05) – Printing Correction Expenses

This endorsement modifies our approved Commercial E&O contracts to provide coverage for Printing Correction Expenses.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.



CHUBB GROUP OF INSURANCE COMPANIES

202 Hall's Mill Road, P.O. Box 1650
Whitehouse Station, NJ 08889-1650

Arkansas Insurance Department
Property & Casualty Division
1200 W 3rd Street
Little Rock, Arkansas 72201-1904

August 24, 2007

Re: E & O Market Segment Re-Write
CUSTOMARQ SERIES
Filing No. 06-CMQ-4-F (Forms)

038 20281	Federal Insurance Company
038 20346	Pacific Indemnity Company
038 20397	Vigilant Insurance Company
038 20303	Great Northern Insurance Company

Dear Sir/Madam:

Enclosed for filing is our CUSTOMARQ Error & Omissions Market Segment Rewrite. It consists of a set of forms. In order to facilitate your review of this filing, we have included the following:

- Index of forms listing all proposed forms;
- Forms Explanatory Memoranda;
- State Forms, where applicable.

Your approval will be appreciated for policies effective on and after March 1, 2008.

Very truly yours,
Chubb & Son
A division of Federal Insurance Company
Manager

By: *Jane G. Gutman*
Jane G. Gutman, Manager
Specialty Lines Division
SFD/CCI – WHB/2N 50
(908) 572-4422/ (908) 572-4820
e-mail address: jgutman@chubb.com

JGG/kp

<i>SERFF Tracking Number:</i>	<i>CHUB-125270287</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025880</i>
<i>Company Tracking Number:</i>	<i>06-CMQ-4-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>CUSTOMARQ SERIES E & O Market Segment</i>		
<i>Project Name/Number:</i>	<i>E & O Market Segment/06-CMQ-4-F</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Printing Correction Expenses - E & O	08/23/2007	80-02-6570_WR6906_Printing Correction Expenses-E&O_1005.pdf

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Schedule

Printing Correction Expenses Aggregate Limit

Each Printing Correction Condition Deductible

Under Coverage, the following provision is added.

Coverage

Printing Correction Expenses Coverage

Subject to all the terms and conditions of this insurance, we will reimburse you for **printing correction expenses** paid or incurred by you, but only if and to the extent that:

- **your product or your service** has a **printing correction condition**;
- such **printing correction condition** has caused, or presents a substantial likelihood of causing, a breach of a written contract between you and your customer and **financial injury** to which the Errors Or Omissions Liability Coverage applies; and

Coverage

Printing Correction Expenses Coverage (continued)

- such **printing correction expenses** mitigate the **printing correction condition** and thereby avoid such **financial injury**.

This coverage applies only if the **printing correction condition** is reported to us by you in writing during the policy period, or within 60 days after the end of such period. All reports in connection with a **printing correction condition** will be deemed to have been made at the time the first of those reports is made to us in writing.

This coverage does not apply to any **printing correction condition** that is **deemed known** prior to the effective date of this insurance.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

We have no other obligation or liability to pay sums or perform acts or services under this coverage.

Under Limits Of Insurance, the provisions titled Aggregate Limit and Payments That Reduce The Limits Of Insurance are deleted and replaced by the following.

Limits Of Insurance

Aggregate Limit

The Aggregate Limit is the most we will pay for the sum of all:

- **loss** for all **financial injury**; and
- **printing correction expenses**.

Any such sum we pay will reduce the amount of the Aggregate Limit available for any other payment. The remaining amount of such Aggregate Limit is the most that will be available for any other payment.

Printing Correction Expenses Aggregate Limit

Subject to the Aggregate Limit, the Printing Correction Expenses Aggregate Limit shown in the Schedule is the most we will pay for the sum of all **printing correction expenses**.

Any such sums we pay for **printing correction expenses** will reduce the amount of the Printing Correction Expenses Aggregate Limit and the amount of the Aggregate Limit available for any other payment.

If the Aggregate Limit has been reduced to an amount that is less than the Printing Correction Expenses Aggregate Limit, then the remaining amount of the Aggregate Limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any **loss** (including **claim adjustment expenses**) or **printing correction expenses** we pay will reduce the Limits Of Insurance.

Payments we make under the Supplementary Payments section of this contract will not reduce the Limits Of Insurance.

Liability Insurance

Endorsement

Effective Date

Policy Number

Limits Of Insurance

(continued)

Printing Correction Condition Deductible

Our obligation to pay **printing correction expenses** applies only to the amount of such expenses in excess of the deductible amount shown in the Schedule as applicable to this coverage.

The Each Printing Correction Condition Deductible amount shown in the Schedule applies to all **printing correction expenses** arising out of a **printing correction condition**, to which this coverage applies.

We may, at our option, pay all or part of the Deductible, and when notified, the **insured** agrees to promptly reimburse us for any Deductible paid. Failure to reimburse us shall be equivalent to non-payment of premium for purpose of cancellation of this policy by us.

Deductible payments will not reduce the Limits Of Insurance.

The following exclusions are added to this policy and replace any similar exclusions contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

Adjustment, Inspection, Recall Or Replacement Expenses

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense incurred by any **insured** or others for any adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

- **your product;**
- any property containing or incorporating **your product;** or
- any property on which **your service** is or was performed.

This exclusion does not apply to **printing correction expenses**, to which this insurance applies, provided under Printing Correction Expenses Coverage.

Prior Goods, Products Or Services Of Acquired Or Formed Organizations

With respect to all coverage(s) under this contract, this insurance does not apply to any **printing correction expenses** arising out of any services provided or goods or any products manufactured, sold, handled or distributed by any organization any **insured** acquires or forms at any time, if such services were provided or such goods or products were manufactured, sold, handled or distributed before such **insured** acquired or formed such organization.

Under Conditions, the following condition is added.

Conditions

Duties In The Event Of Discovery Of A Printing Correction Condition

All **insureds** must immediately make every reasonable effort to stop any consignment, distribution, production, release or shipment of any:

- good or products which are known or suspected to have a **printing correction condition**; and
- kindred goods or products until it is determined that such goods or products do not have a **printing correction condition**.

The following definitions are added to this policy and replace any similar definitions contained therein.

Definitions

Printing Correction Expenses

Printing correction expenses means reasonable and necessary expenses for **printing services** to correct, repair, replace or withdraw:

- **your product**; or
- **your service**;

whichever costs the least, for the purpose of mitigating the threat of **financial injury** to which the Commercial Errors Or Omissions Liability Coverage would otherwise apply.

Printing correction expenses does not include any:

- amount that constitutes disgorgement, including any restitution or return of any charges or fees or any consideration owed or paid to any **insured**; or
- cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

Printing Correction Condition

Printing correction condition:

- means a defect, deficiency, inadequacy or dangerous condition in printed material.
- includes all related **printing correction conditions** and all series of continuous, repeated or related **printing correction conditions**.

Printing Service

Printing service:

- A. means the producing of printed material in any medium.
- B. includes related:
 - 1. design, display, distribution or duplication of content, images or other information; or

Liability Insurance

Endorsement

Effective Date

Policy Number

Definitions

Printing Service
(continued)

2. use of adhesives, coatings, fabrics, inks, packaging, paper or similar materials.

All other terms and conditions remain unchanged.

Authorized Representative
